MYSORE RAILWAYS.

OFFICE OF THE EXECUTIVE ENGINEER, MYSORE RAILWAYS, HASSAN.

Notification dated 19th May 1936.

Sealed tenders will be received by the undersigned up to 3 P.M. on 15th June 1936, at the Office of the Executive Engineer, Mysore Railways, Hassan, for the right of collection and removal of all cinders and ashes at the following places on Mysore Railways :—

Krishnarajanagara, Mandagere, Mavinkere, Hassan, Bageshapura, Habanghatta, on Mysore-Arsikere Section; Birur (Mysore Railways Engine Shed), Tarikere (Tramway Yard), temporary water column at mile 17-10 between Tarikere and Masarahalli, Arasalu on Birur-Arasalu Section, Chickjajur (in Mysore Railway Yard), temporary water column at mile 1 and 20, and Chitaldrug on Chickjajur-Chitaldrug Railway.

2. With each tender Rs. 100 should be enclosed as earnest money, which will be kept as a portion of deposit for the successful completion of the contract in the case of the successful tenderer and returned through the Auditor, Mysore Railways, in other cases. Tenders without the earnest money will not be considered. Covers enclosing the tenders should be superscribed "Tenders for the right of collection and removal of cinders and ashes."

3. Contractors should pick cinders, only from ashes collected by the departmental men and in no case meddle with ashes on line or in ash pits. The picked cinders should be stacked in a place, marked and should be removed within a month. Ashes required by contractor should be stacked before removal, in a neat heap at place or places marked. If the contractor does not want the ashes, he must stack it properly where wanted by the Department or spread it uniformly where directed by the Department in the yard. Cinders or ashes which are not removed, as required, within the prescribed period, will be removed by the Department at the cost of the contractor, without further notice. No claim regarding picked cinders and ashes not so removed within the prescribed time, but disposed off by the Department under this para, will be entertained.

4. Tenders must be in lumpsum for each station or for a particular section for one year from 1st July 1936 to 30th June 1937. The amount must be paid once a quarter in advance, the first payment being made while signing the Agreement and the remaining payments before expiry of every three months thereafter.

5. Free passes for contractors' men and Railway material concession certificates for the material will not be issued.

6. Contractors are held responsible for any damages to line and accidents, etc., caused by their men employed in this work.

7. Successful tenderer will sign the Schedule Agreement within a week from the date of approval of his tender. Any unreasonable delay will forfeit his right to the work and the earnest money will lapse to Government.

8. Decision of the Superintendent, Way and Works, Mysore Railways, in all matters of dispute connected with this work will be final.

9. The Superintendent, Way and Works, does not bind himself to accept any tender or any portion of any tender and reserve the right to reject any or all the tenders.

M. RAMAIYA,
Executive Engineer.

HASSAN DISTRICT.

Notification No. C. 190—35, dated 21st May 1936.

Tenders are hereby invited for the exclusive privilege of transporting Under-bond Country Spirits in motor lorries from the Railway Station at Hassan to the several Bonded Depots, as noted below, beginning with the 1st of July 1936 and ending with the 30th of June 1937.

(1) Hassan (2) Belur (3) Saklespur	Hassan District.	(4) Chikmagalur (5) Mudgere	Kadur District.

2. The privilege for which tenders are now invited will be conceded subject to the conditions specified in the annexed appendix and the Excise and Motor Vehicles Laws and Rules now in force or which may, from time to time, be passed by Government or issued by the Excise Commissioner by virtue of the powers delegated to him under the Excise Laws and Rules or other competent authority as regards rules relating to Motor Vehicles.

3. The number of casks and the quantity of spirits as also the number of special liquor and ganja cases conveyable to each depot and the distance of each depot from the Railway Station at Hassan are mentioned in the annexed statement. No definite number of casks

and cases is, however, guaranteed for transport to the successful tenderer who is bound by actual requirements (be the same more or less than the number carried in any previous year).

Note.—The casks in use range in capacity from 50 to 60 gallons each and the gross weight when filled with spirits of 35 U. P. varies from 7 to 9 maunds. The weight of each special liquor box is about 2¼ maunds. The minimum number of casks to be conveyed each time to a depot is two and the maximum six. The number of trips to each depot will be one or more per month according to the local demand.

4. Tenderers must specify separately the lowest rate of remuneration for each cask of arrack and each case of special liquor and ganja to be carried from Hassan Railway Station to each of the Bonded Depots, which should include bringing back of the empty casks from there to Hassan Railway Station. The rate thus tendered and accepted by the Excise Commissioner in Mysore shall be the rate at which remuneration shall be calculated on the actual number of casks of arrack and cases of special liquors carried in each case and be payable to the successful tenderer who shall be called "Government Contractor for the carriage of arrack to Bonded Depots" during the currency of the contract granted under this Notification.

The contract will include the carriage along with arrack casks and special liquor cases of the requisite supplies of Ganja and Proof spirits bottles occasionally in dealwood cases to the several Depots or Taluk Treasuries, as the case may be, in the places noted in para 1 above from the Hassan Railway Station to the Depots of other Taluks at a uniform rate of one rupee per case irrespective of the distance and weight.

Note.—The gross weight of each case varies from 20 seers to one maund or thereabouts. The number of cases conveyed to each treasury last year is noted in the annexed statement.

5. Each tender must be accompanied by a deposit of Rs. 100 and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of transporting spirits from Hassan Railway Station to the bonded depots" and must be sent to the Deputy Commissioner at Hassan, so as to reach him before noon of the 11th June 1936 after which date no tenders will be received. The tenders will be opened by the Deputy Commissioner or by one of his authorised agents at his office at 3 P.M., on the same day in the presence of such of the applicants as may be present. The final disposal of the tenders will rest, subject to the approval of the Excise Commissioner in Mysore, with the Deputy Commissioner, Hassan District, who reserves to himself full power to reject any or all of the tenders without assigning any reason. The deposit made by the unsuccessful tenderers will be immediately returned to them.

6. The successful tenderer shall, within eight days of the acceptance of his tender being communicated to him, deposit at Hassan District Treasury, a further sum of Rs. 900 in cash or in approved securities duly endorsed in favour of the Comptroller to the Government of Mysore to make up with the deposits previously made, a sum of Rs. 1,000 and shall execute an agreement in the appended form binding himself to conform to the conditions therein set forth and if he fails or refuses to sign the agreement or to make the further deposits required within the time aforesaid, the deposits already made will be forfeited to Government and the contract otherwise disposed of.

APPENDIX I.

Form of the contract bond to be executed by the successful tenderer for the carriage of country spirits.

Whereas I..... have been granted by the Excise Commissioner in Mysore for the period beginning with the 1st July 1936 and ending with the 30th June 1937, the right of conveying Under-bond Country Spirits by motor lorries from the Railway Station at Hassan to the undermentioned depots and whereas the said Excise Commissioner has agreed to pay me the remuneration for each arrack cask and each special liquor case at the rates noted against each of the depots, I the said..... for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth.—

1. That I shall bind myself to transport arrack casks, cases of ganja, special liquors and proof spirits in strong and sound motor lorries, in such manner and by such routes as may be permitted by the Deputy Commissioner, Hassan District.

2. That I shall be bound to take immediate delivery of arrack casks and cases of ganja, special liquors and proof spirits, whenever required, from the Amildar of Hassan or from any other officer, appointed for the time being, convey the same to the respective depots and treasuries within the prescribed time and that I shall also bind myself to keep such casks and cases, till they are transported, in a building approved by the Department and to allow the officers of the Excise Department appointed for the purpose to inspect them at any time.

3. That I shall bind myself for the correct delivery with the Government seals intact of the requisite supplies of arrack casks and other cases to the respective depots and treasuries within the time that may be allowed by the Deputy Commissioner for transit to each place.

4. That in special cases sanctioned by the Excise Commissioner, I shall be bound to carry the requisite supply of arrack to any altered locality of the existing depots in any of the abovenamed places.

5. That it will be open to the Excise Commissioner to close any depot during the period of the contract as being superfluous or for any other valid reason.

6. That I shall be bound to carry the requisite supplies of proof spirits and ganja to the ontlying depots or the taluk treasuries, as the case may be, in the places named above at a uniform rate of.... per case irrespective of the weight and distance and at ..... annas to the Hassan Depot.

7. That as remuneration for my contract, the Excise Commissioner or other Officer, as may be appointed by him, shall pay me fortnightly or monthly an amount calculated at the sanctioned rate as noted above for each arrack cask ande ach of special liquor cases conveyed by me from the Railway Station at Hassan, to the respective depot which includes the bringing back of the empty cask from the depot to the Railway Station at Hassan.

8. That I shall be bound to bring all the empty casks in sound condition from the several depots back to Hassan Railway Station and then book them in safe condition to the Officer in charge of the Distillery and Transport Arrangements, Bangalore, Railway freight to be payable by that Officer and that I claim no remuneration separately for the purpose.

9. That I shall conform to the Excise and Motor Vehicles Laws and Rules now in force and which may from time to time be issued by Government and the Excise Commissioner also to such rules of practice as may be prescribed by the Excise Commissioner in Mysore or other competent authority as regards Motor Vehicles.

10. That I shall be bound to make good the loss accruing to Government and to the licensees by short stock or no stock of arrack and special Liquors in the said depots or of ganja in the said treasuries by my neglect or carelessness in not conveying the necessary supplies of spirits or ganja to the depots or the taluk treasuries, respectively within the time allowed for transit to me.

11. That as my liability under the contract commences on delivery to me of the spirits, casks or cases and ganja cases at the Hassan Railway Station; all further liability or responsibility to account for the spirits or ganja, as the case may be, in those receptacles thenceforth shall rest with me till they are safely delivered at the destination with the seals intact and with no tampering or extraction of the contents and any diminution from any cause whatever (acts of God, Vismajor and State's enemies excepted) shall be made good by me at the prevailing rate of duty and price per gallon of arrack 35 U. P. and proportionately for the higher or lower strengths of spirits and per seer of 80 tolas of ganja respectively, and that all dues to Government may be recovered from me as if they were arrears of land revenue.

12. That in the event of the break-down of the lorry during transit for any cause whatsoever, I shall be bound to make other arrangements for the quick transit of the casks and cases of spirits and cases of ganja or the return of empty casks to their respective destination, and that in the event of my failure to do so, it shall be competent to the Deputy Commissioner to make any arrangements at my cost and that my liability contemplated in condition (11) *supra* shall not cease thereby.

13. That this contract shall not be transferable except with the consent of the Deputy Commissioner and subject to the approval of the Excise Commissioner.

14. That for the due fulfilment of the terms of the contract, I hereby deposit in the District Treasury at Hassan, a sum of Rs. 1,000 in cash or approved Government Securities duly endorsed in favour of the Comptroller to the Government of Mysore.

15. That in case of breach of the Excise Laws and the Rules or any of the aforesaid conditions or in case of any attempt at fraud by my servant, agents or employees or by me, it shall be competent to the Deputy Commissioner to impose upon them or for the Excise Commissioner to impose upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or at the option of the Excise Commissioner to declare the money deposited by me forfeited and to cancel the contract. In the event of my contract being cancelled, I shall be bound to make good any loss that might accure to Government for the remaining period of my contract, by any subsequent disposal of the contract or by any other arrangement and shall not be entitled to participate in any profit that might accrue to Government by such disposal. It shall be competent to the Excise Commissioner to deduct from my remuneration bills any amount that may be due to Government on account of diminution in the contents, as stated in condition 11 *supra*, short stock and no stock in the depots or treasuries and fines imposed on me or my employees.

16. That the imposition of a fine, or the forfeiture of the deposits or the cancelment of the contract shall not be held to prevent prosecution of any of my employees or myself, for any offence committed under any law, for the time being in force.

In witness thereof, I.....hereunto set my hand and sea this.....day of.....193 .

Seen and signed and delivered in the presence of us.

Witnesses—

1. .....

2. .....

APPENDIX II.

Statement showing the probable number of Arrack casks, Special liquor and Ganja cases conveyable to the several Bonded Depots from Hassan, during the year 1936-37 together with the current rates of motor hire.

Depots	Molasses Arrack			Special Liquor				Ganja
	Distance	No. of casks	Quantity	Rate per cask	No. of cases	Rate per case	No. of cases	Rate per case
			Gallons	Rs. a. p.		Rs. a. p.		
1. Hassan	1	50	2,872	2 0 0	^	0 12 0	6	
2. Belur	25	24	1,387	6 4 0	21	2 8 0	..	
3. Saklespur	25	56	3,155	6 4 0	34	2 8 0	..	Uniform rate of Re. 1-8-0 per case of Ganja.
4. Chikmagalur *via* Belur.	38	50	2,840	9 8 0	96	3 8 0	..	
5. Mudgere *via* Saklespur *via* Chikmagalur.	48 62	38	2,176	10 0 0	42	4 0 0	..	

N.B.—Further particulars, if any, required may be obtained from the Officer in charge of the Central Distillery, Bangalore.

M. CHENNARAJ URS,
Deputy Commissioner.

PRIVATE ADVERTISEMENTS

IN THE COURT OF THE SUBORDINATE JUDGE AT BANGALORE.

Insolvency Application No. 52 *of* 1935-36.

John Hunger, son of F. Hunger, Tube Mill Foreman, Ooragam Mines, Kolar Gold Fields .. .. *Petitioner.*

vs.

(1) N. Multanmull, Sowcar, Andersonpet, Kolar Gold Fields, (2) P. V. Kuppaswami Naidu, Shop-keeper, Cannady Shaft, Nandidroog Mines, Kolar Gold Fields, (3) S. R. Krishnaswamipillay, Money-lender, Ooragam Mines, Kolar Gold Fields, (4) C. Surajmall Dulraj, Robertsonpet, Kolar Gold Fields, (5) C. Harakchand, Agent Gishulal, Robertsonpet, Kolar Gold Fields, (6) S. L. Gangiah, Robertsonpet, Kolar Gold Fields, (7) M. Gurappa, Money-lender, Robertsonpet, Kolar Gold Fields, (8) J. V. Krishnappa, Robertsonpet, Kolar Gold Fields, (9) P. Jhagaraj, Robertsonpet, Kolar Gold Fields, (10) Howkar Susaimarisetty, Robertsonpet, Kolar Gold Fields, (11) S. Himathmull, Sowcar, Andersonpet, Kolar Gold Fields .. *Opponents.*

Whereas John Hunger has applied to this Court, by a petition, dated 16th September 1935, to be declared an insolvent under the Mysore Insolvency Regulation VI of 1911, and your names appear in the list of creditors filed by the aforesaid debtor, this is to give you notice that the Court has fixed the 29th day of May 1936 for the hearing of the aforesaid petition and the examination of the debtor. If you desire to be represented in the matter, you should attend in person or by duly instructed pleader.

Dated 18th May 1936.

Insolvency Application No. 53 *of* 1935-36.

T. R. Subramanyam, Clerk, Executive Engineer's Office, Bangalore City .. *Petitioner.*

v.

(1) Abdul Azeez Khan, by agent Roz Mohamed Khan, Cottonpet, Bangalore City, (2) Bansilal, 466, Nagarthapet, Bangalore City, (3) K. Gopal Rao, V Main Road, Malleswaram, Bangalore City, (4) The Bank of Mysore, Ltd., Bangalore City, (5) Bakthawarmal Chunilal, Sowcar, Sampagi Road, Malleswaram, Bangalore City, (6) T. R. Ethirajalu Naidu, Clerk, Senior Surgeon's Office, Bangalore City, (7) S. Rathanchand, Sowcar, Shoolay,